

# **REQUEST FOR PROPOSALS**

The City of Chattanooga's Office of Neighborhood Services and Community Development is seeking proposals from qualified sources for (1) construction management services for rental rehabilitation projects and (2) to perform standard inspection of housing units for habitability based on Housing Quality Standards and local housing codes. Work will be required on an "as needed" basis. Price proposals must be submitted on enclosed "Price Proposal Sheet". A minimum of one week advance notice will be given for all work items.

## **Construction Management Services for Rental Housing Rehabilitation Projects.**

**Projects require successful respondent to:**

1. Conduct initial inspection to determine feasibility of a proposed rehabilitation project. Each project consists of a rental unit with no fewer than four rooms and no more than seven rooms, which shall always include kitchen, living area, bathroom, and at least one bedroom. Submit per unit prices based on the total number of rooms. The total number of projects will vary.
2. Review owner's work specifications for compliance with minimum rehab standards, local building codes, permitting, and other regulations OR prepare such work specifications.
3. Perform necessary construction progress inspections and final inspection. Typically, this is between 3 and 5 inspections.

## **Conduct Initial and Follow-up Inspections on Housing Units for Habitability and On-going Compliance for Occupancy.**

1. Determine compliance with Section 8 Housing Quality Standards (HQS) and local codes on assigned rental units.
2. Complete Housing Quality Standards (HQS) Report for each unit.
3. If necessary, perform a follow-up inspection on each unit to insure that any violations identified during initial inspection were corrected.

### **Qualifications for the performance of work should include:**

- Certification by the Southern Building Code Congress in rehabilitation, preservation, and code enforcement.
- Minimum of three years experience in performing residential rehabilitation inspections.
- Minimum of two years experience in Section 8 Housing Quality Standards and local codes.
- Familiarity with HUD housing programs.

Please submit evidence of qualifications and proposal prices to City of Chattanooga Purchasing Department. The City of Chattanooga is an equal opportunity employer.

## **Price Proposal Sheet**

The Contractor agrees to supply the services at the prices proposed below in accordance with the specifications contained in this RFP.

### **Proposed Item Prices for Construction Management and Inspection Services for Rental Housing Rehabilitation Projects:**

- 1) Initial Feasibility Inspection for Rental Unit with:

Four Rooms \_\_\_\_\_

Five Rooms \_\_\_\_\_

Six Rooms \_\_\_\_\_

Seven Rooms \_\_\_\_\_

- 2) Construction Phase Inspection (per Single Inspection):

Four Rooms \_\_\_\_\_

Five Rooms \_\_\_\_\_

Six Rooms \_\_\_\_\_

Seven Rooms \_\_\_\_\_

- 3) Final Inspection:

Four Rooms \_\_\_\_\_

Five Rooms \_\_\_\_\_

Six Rooms \_\_\_\_\_

Seven Rooms \_\_\_\_\_

### **Proposed Item Prices for Habitability and On-going Compliance Inspections on Rental Units:**

- 4) Inspection to Determine Compliance with Section 8 Housing Quality Standards (HQS) Local Codes on Assigned Rental Units (to Include Completion of HQS Report as Supplied by City of Chattanooga):

Four Rooms \_\_\_\_\_

Five Rooms \_\_\_\_\_

Six Rooms \_\_\_\_\_

Seven Rooms \_\_\_\_\_

- 5) Perform Follow-Up Inspection on Same Unit(s) Report, if Necessary, to Determine Status of Repairs:

Four Rooms \_\_\_\_\_

Five Rooms \_\_\_\_\_

Six Rooms \_\_\_\_\_

Seven Rooms \_\_\_\_\_

Date: 05/23/07

**PURCHASING DEPARTMENT  
100 EAST 11<sup>TH</sup> STREET  
CITY HALL ANNEX  
RM 200  
CHATTANOOGA, TENNESSEE  
37402**

REQUEST FOR PROPOSAL (RFP)

Proposal will be received at this office  
101 East 11<sup>th</sup> Street, CITY HALL, Rm. G13  
until

**06/20/07**

**Requisition No.: R0096337  
Ordering Dept.: Purchasing  
Buyer: Shea Norwood  
Phone No.: (423) 757-4759**

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**Items Being Purchased: Housing Construction Management & Inspection Services**

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**Request for Proposal for  
The City of Chattanooga, Tennessee**

\*\*\*\*\*

**\*\*\*REQUEST FOR PROPOSALS MUST BE RECEIVED\*\*\***

**4:00 PM Local Time on June 20, 2007**

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**The City of Chattanooga reserves the right to reject any  
and/or all proposals, waive any informalities in the proposals  
received, and to accept any proposal which in its opinion may  
be for the best interest of the City.**

**The City of Chattanooga will be non-discriminatory in the  
purchase of all goods and services on the basis of race, color  
or national origin.**

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**PLEASE PROVIDE US WITH THE FOLLOWING**

**Company Name:** \_\_\_\_\_

**Phone/Toll Free No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Employer's ID No.:** \_\_\_\_\_

## **Affirmative Action Plan**

For  
(Invitation or RFP No.)

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(Name of Contractor)

The above named Contractor is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. It is the goal of the Contractor to have a workforce with a minimum of 8.6 percent minority and 6.9 percent female employees.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project.
6. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
  - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".

- b. Maintain systematic contracts with minority groups and human relations organizations.
  - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
  - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
7. During the term of this contract, the Contractor, upon request of the City of Chattanooga Office of Economic and Community Development, will make available for inspection by the City of Chattanooga Office of Economic and Community Development, copies of payroll records, personnel records, documents and other records that may be used to verify Contractor compliance with these equal opportunity provisions.
8. The Contractor agrees to notify the City of Chattanooga Office of Economic and Community Development of any failure or refusal on the part of the contractor or any subcontractors to comply with the equal opportunity provisions set forth. Any failure of refusal to comply with the aforementioned provisions by the Contractor and/or Subcontractors shall be a breach of this contract.

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(Signature of Contractor)

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(Title and Name of Construction Company)

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(Date)

## **Attachments**

- 1) Price Proposal Sheet
- 2) Business Reference Forms
- 3) Insurance Requirements
- 4) Affirmative Action
- 5) City of Chattanooga Terms & Conditions

## **Inquiries**

Questions related to this RFP should be directed to Shea Norwood, Buyer, Purchasing Division. All questions must be submitted in writing via mail, fax, or email by June 1, 2007.

Fax: (423) 757-0949

Email: [Norwood\\_shea@mail.chattanooga.gov](mailto:Norwood_shea@mail.chattanooga.gov)

Address: 101 E. 11<sup>th</sup> Street  
City Hall, Suite G13  
Chattanooga, TN 37402

Please include the RFP page and paragraph number related to each question to ensure accurate and correct responses.

Sufficient time should be allowed for receipt and response to questions submitted by mail. Additionally, the RFP reference number should not be typed on the outside of the envelope containing questions since it may lead to improper identification as an envelope containing a sealed proposal response and result in questions not being discovered and addressed prior to the official RFP close date.



**City of Chattanooga**  
**Purchasing Department**  
**200 City Hall Annex**  
**Chattanooga, Tennessee 37402**

**General Conditions and Instructions to Bidders**

Vendor:

The General rules and conditions which follow apply to all purchases and become a definite part of each formal Invitation to Bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error.

Subject to State and City laws, and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Office of the City Purchasing Agent will bind bidders to applicable conditions and requirements here in set forth, unless otherwise specified on the Invitation to Bid.

**Conditions of Bidding**

1. **Proposal Forms** – Bids shall be submitted only on the forms provided by the City of Chattanooga. The Bidder shall submit two (2) copies signed and sealed, in the envelope provided by the City for that purpose.
2. **Withdrawal of Bids** – A written request for the withdrawal of a bid or any part thereof shall be granted if the request is received by the City of Chattanooga prior to the specified time of opening. Bids submitted may not be amended or withdrawn after the specified time of bid opening.
3. **Late Bids** – Bids received after the specified time of Bid Opening **will not** be accepted.
4. **Submittal of Bids** – Bids must be presented in the special mailing envelope, contained in all bid packages, supplied to all prospective bidders. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other package being used.
5. **Completeness** – All information required by Invitation to Bid must be supplied to constitute a proper bid.





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6. **Bids Binding 45 Days** – Unless specified otherwise, all Formal Bids submitted shall be binding for 45 calendar days following bid opening date, unless the Bidder, upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids** – Qualified bids are subject to rejection in whole or in part.
8. **Payment terms** – Terms discount of less than 10 days **will not** be considered in evaluating the bid.
9. **Bids For All or Part** – Unless otherwise specified by the City or by the Bidder, the Purchasing Agent reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.
10. **Errors in Bids** – When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, **will not** relieve the bidder. Erasures or changes in bids must be initialed.
11. **Questions Regarding Specifications** – Requests for interpretation of specifications and drawings shall be made to the Purchasing Agent, in writing, not less than five (5) days before the opening of the bids. Any interpretations made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening of bids.
12. **Response to Invitations** – In the event you cannot submit a bid on our requirements as set forth in the “Invitation to Bid” and Specifications attached hereto, please return the Invitation to Bid forms with any explanation as to why you are unable to bid on these requirements. It is necessary, periodically, to delete from our Bidders’ list, the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
13. **Taxes** – City of Chattanooga is Tax Exempt.



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14. **Catalogs** – Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes, etc., necessary to fully describe the material or work he proposes to furnish.
15. **Competency of Bidder** – No proposal will be accepted from, or Contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Chattanooga upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Chattanooga, or had failed to perform faithfully any previous Contract with the City of Chattanooga. The bidder, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and Contract Documents.

### **Bid Deposit**

16. **Bid Bond, Certificate or Cashier's Check** – When required, each bid shall be accompanied by one of the following: a bid bond signed by a surety company authorized to do business in the State of Tennessee, a Cashier's check, a Certified check, a Treasurer's check, or any other direct obligation drawn on a bank doing business in the United States of America; these shall be made payable to the City of Chattanooga for an amount representing 5% of the total bid. However, if the bidder has on file with the Purchasing Agent an annual bid bond approved by the City, with an uncommitted balance equal to the deposit requirement, a separate deposit need not be furnished. When computing amount of bid for certified check purposes, do not deduct for Trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.
17. **Annual Bid Bonds** – Bidders who regularly do business with the City shall be permitted to file with the Purchasing department an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction. Annual bid bonds shall be in an amount as determined by the bidder, of no less than failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid. \$2,000.00. If at any time the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.



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18. **Performance Bond** – The successful bidder or bidders must furnish a performance bond as stipulated on the bid cover within ten days of notification that the bid has been accepted. This bond shall be prepared on an approved form made out to the City of Chattanooga, and shall serve as security for the faithful performance of the contractual agreement. The surety thereon must be certified by such surety company or companies as are authorized and licensed to transact business in the State of Tennessee.
19. **Samples** – The samples submitted by bidders of items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may reclaim them after delivery is accepted.

Samples on which bidders are unsuccessful must be reclaimed as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner.

### **Specifications**

20. **Diversity Businesses (Applicable to bids/proposals in excess of \$50,000)**

It is the policy of the City of Chattanooga to include diversity in its contractual relations with business firms. Firms who demonstrate and embrace diversity within their programs and policies are assisting the City of Chattanooga, and the State of Tennessee, in achieving its goals in building a more reflective marketplace for the community within this city and state. Documentation of the diversity represented by the Bidder's/Proposer's business strategy, business relationships and workforce – this documentation should include in detail;



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A description of the Bidder's/Proposer's existing programs and procedures designed to encourage and promote the participation of minority business enterprise, women business enterprise, small business enterprise and disabled business enterprise on past and current contracts awarded.

A list of the Bidder's/Proposer's current contracts with minority business enterprise, women business enterprise, small business enterprise, and disabled business enterprise firms including the:

- a. Business name;
- b. Relevant ownership characteristics (i.e. ethnicity, sex and disability)
- c. Description of contracts and dollar value
- d. Contract person, address, and telephone number;
- e. Email Address

The estimated dollar amount and percentage of minority, women, and small and disabled business participation for this procurement. Please list the estimated percentage of participation as follows:

- a. Business name;
- b. Indicate status of business (ethnic minority, women, small or disabled business enterprise firm);
- c. and description of service provided and dollar value
- d. the percent of Bidder's/Proposer's current employees by ethnicity, sex, and disability

Bid/Proposal evaluations will recognize the positive qualifications and experience of a Bidder/Proposer that does business with small business enterprises owned by minorities, women, persons with a disability and that offers a diverse workforce to meet the City's service needs.

21. Any reference to manufacturer's name, Trade name or Catalogs in a request for proposal is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly stated on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration or



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other descriptive matter which will clearly indicate the character of the article covered by his bid.

**Trade Names** – In bids offering an item identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and **does not propose to furnish an "equal"** unless the proposed "equal" is definitely indicated therein by the bidder.

If no particular brand, model or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications** – The bidder shall abide by and comply with the specifications and not attempt to take advantage of any obvious error or omission, but shall fully complete every part of the bid in accordance with the plans, specifications and General Conditions. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

If exceptions to the specifications are taken, **this fact must be clearly stated on Cover Page of the Bid**, and all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of exceptions to the specifications at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

## Award

23. **Award or Rejection of Bids** – The Contract will be awarded to the lowest responsive and responsible bidder, complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The



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Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids receives whenever such rejection or waiver is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City or whether the Bidder's taxes or assessments are delinquent.
- j. Such other information as may be secured having a bearing on the decision to make the award.
- k. Consideration will be given to standardization, interchangeability and availability of parts.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity or limit the bidder's liability.

24. **Notice of Acceptance** – A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the



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Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

25. **Tie Bids** – If two or more bidders submit identical bids and are equally qualified, selection shall be made by drawing lots.
26. **Specific Bid Quantities** – Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless Contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
27. **Requirements Bid Quantities** – On “Requirements” bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.\

### **Contract Provisions**

#### **These Provisions Shall Be a Part of Every Contract**

28. **Availability of Funds** – A contract shall be deemed to be in effect only to the extent that there are appropriations available to each Agency for the purchase of such articles. The City’s extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
29. **Contract Alterations** – No alterations or variations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the Purchasing Agent or his authorized agent.
30. **Termination of Contracts** – Contracts will remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by unsatisfactory deliveries of entire contract requirements.
31. **Subletting of Contracts** – It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his





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right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

32. **Default** – In the event of default, the City may award the contract to the next lowest bidder, if such bidder is willing to enter the contract, or may cover in the open market, or may seek any other remedy provided by the Tennessee Uniform Commercial Code, and may hold the defaulting contractor liable for all damages provided by law, including cost of cover.
33. **Non-Liability** – The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any other circumstances beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.
34. **New Goods, Fresh Stock** – All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
35. **Non-Discrimination** – Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, or handicap, or sex, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
36. **Guarantee** – Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period on one year from date of the acceptance of the items delivered and installed, or the guarantee period, whichever is longer, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design or installation, workmanship or materials, upon notification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments





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shall be made only at such time as will be designated by the City at least detrimental to the operation of City business.

### **37. Diversity Business (Applicable only to contracts exceeding \$50,000)**

Contractor agrees to provide documentation of commitment to diversity as represented by its business strategy, business relationships, and workforce. This documentation should include in detail the following:

- A description of the Contractor's existing programs and procedures designed to encourage and promote contracting opportunities with business enterprises owned by minorities, women, persons with a disability and small business enterprises.
- a listing of the Contractor's current contracts with business enterprises, owned by minorities, women persons with a disability and small business enterprises, including the following information
  - contract description and total contract value
  - contractor name and ownership characteristics (i.e., ethnicity, sex, disability)
  - contractor contact, address, and telephone number
- an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Contractor prior to this RFP, include the following information:
  - participation estimate (expressed as a percent of the total contract value, or total dollar amount, that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)
  - descriptions of anticipated contracts
  - names and ownership characteristics (i.e. ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated



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- the percent of the Contractor's total current employees by ethnicity, sex, and disability
38. **Placing of Orders** – Orders against contracts will be placed with the Contractor on either a Purchasing Order or Blanket Purchase Order executed a release by the Purchasing Agent. Telephonic orders places directly with the Contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Shipping Release.
39. **Provision of Other Agencies** – Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he/she will make available to all City agencies and departments, joint City agencies, in-City municipalities, the bid prices he/she submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

### **Delivery Provisions**

40. **Responsibility for Materials Shipped** – The contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the destination point, but the contractor shall bear all risk on rejected material or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.
41. **Inspections** – Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the Specifications. All delivered materials shall be accepted subject to inspection and physical count.
42. **Time of Delivery** – Deliveries will be accepted between 8:30a.m. and 4:00p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.



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43. **Packing Slips or Delivery Tickets** – All **Shipments** or **Deliveries** shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

The Purchase Order Number  
The Name of the Article and Stock Number (Supplier's)  
The Quantity Ordered  
The Quantity Shipped  
The Quantity Back Ordered  
The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions **SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.**

44. **General Guaranty** – Contractor agrees to:

- l. Save the City, its agents and employees harmless from liability of any nature or kind for use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee licensee or owner.
- m. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- n. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.
- o. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Tennessee, and the United States of America.

45. **Indemnity** – Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City in consequence of the granting of the contract or which may in any way result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, or of the City or its employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys



## City of Chattanooga

**Purchasing Department  
200 City Hall Annex  
Chattanooga, Tennessee 37402**

and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy, and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

46. **Collusive Bidding** – The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
47. **Identical Bidding** – All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

DATE\_\_\_\_\_

COMPANY\_\_\_\_\_

ADDRESS\_\_\_\_\_

ADDRESS\_\_\_\_\_

SIGNED\_\_\_\_\_

TITLE\_\_\_\_\_

### **Responsibility of Contractor for Damages**

The contractor shall be responsible for all damage(s) to the person(s) or property that may occur as a result of its action(s), fault, or negligence in connection with the performance of any work under the contract. The contractor shall be responsible for the care and completion of all work performed until final acceptance by the City of Chattanooga, Department of Neighborhood Services and Community Development.

### **Indemnification of the City of Chattanooga and the Department of Neighborhood Services and Community Development.**

- (a) The contractor agrees to indemnify and hold harmless the City of Chattanooga and its Department of Neighborhood Services and Community Development Department from all liability for any injuries or damages to any person or property resulting from its performance of work under this contract.
- (b) No contract will be awarded to any offeror who, as determined by the city, has an unsatisfactory performance record, inadequate experience, lack of organization, labor, and/or equipment to perform the required services; and/or, in the arrears to the City on a debt or contract or is a defaulter on surety to the city or whether the Bidder's taxes or assessments are delinquent. All work is to be provided in a manner and time frame consistent with the needs of the City.

### **Termination or Suspension from the Contract.**

Contractors may be terminated or suspended from the contract for poor performance, failure to perform, fraud, or other cause with written notice by the City of Chattanooga. Contractors may be terminated from the contract with thirty days prior written notice with justified cause, other than the above stated performance issues.

### **Insurance**

- (a) The Contractor shall furnish the Purchasing Agent of the City with copies of current worker's compensation insurance applicable to all employees and/or subcontractors engaged in work under the contract in accordance with the Tennessee Workmen's Compensation laws.
- (b) Contractor agrees to carry and provide a copy of its current general liability insurance in effect during the term of the contract to the City of Chattanooga with minimum limits of \$250,000 per person, and \$500,000 per occurrence for bodily injury and \$100,000 for property damage. The general liability insurance provided pursuant to this provision shall name the City of Chattanooga and the Department of Neighborhood Services and Community Development as additional insured's shall be applicable to any claim for injury, property, or death, which may occur or result from operations of the contractor under this contract.

### **Safety**

- (a) The contractor agrees to comply with all applicable rules and regulations of OSHA and/or any other state or federal agency in the performance of any work contained within the building codes of the City of Chattanooga and contractor shall agree to comply any additional safety and health measures as are determined to be reasonably necessary by the City of Chattanooga
- (b) The contractor agrees to maintain accurate records in any case of death, occupational disease and/or injury requiring medical attention or causing loss of time off work, arising out of and in the course of performance of work under the contract. In the event that any on-the-job injury occurs, the contractor shall immediately notify the City of Chattanooga (Neighborhood Services and Community Development, Administrator or designee) and shall provide any requested reports concerning these matters.

### **Bond Requirements**

- (a) There will be a 5% Bid Bond and 100% Performance Bond.
- (b) Proposer to state amount of proposal cost included for bid bond. \$ \_\_\_\_\_
- (c) Proposer to state amount for performance and payment bond. \$ \_\_\_\_\_



## Business Reference Forms

Contractors must provide a minimum of three (3) or maximum of five (5) business references.

### Reference

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: # (     ) \_\_\_\_\_  
Fax/Internet address: \_\_\_\_\_ Contract#: \_\_\_\_\_  
Description and date(s) of services provided: \_\_\_\_\_  
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### Reference

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
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Fax/Internet address: \_\_\_\_\_ Contract#: \_\_\_\_\_  
Description and date(s) of services provided: \_\_\_\_\_  
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## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In



To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

The Contractor (not the Owner) shall purchase and maintain until Substantial Completion Builder's Risk Insurance (not All Risk Insurance) in the amount of the initial Contract Sum plus any amounts added by Change Order. The insurance shall list and include as named insured the City of Chattanooga, the Contractor and all subcontractors A.T.I.M.A. The deductible amount shall be \$1000.00 for each occurrence, which shall be paid by the Contractor. The Builder's Risk Insurance shall also provide coverage for portions of the Work in transit and for temporary storage of portions of the work to the value approved by